

STATE OF INDIANA)	IN THE MONROE CIRCUIT COURT
) SS:	
COUNTY OF MONROE)	CAUSE NO. <u>53C06-0601-PL-00090</u>

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
JACK LAGONI,)
individually and doing business as)
UNIVERSITY TRAVEL,)
)
Defendant.)

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Jack Lagoni, individually and doing business as University Travel.
2. The Defendant was served with notice of these proceedings by publication in *The Herald-Times*.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Jack Lagoni, individually and doing business as University Travel.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Jack Lagoni, his agents, representatives, employees, successors and assigns is permanently enjoined from engaging in the following:

- a. Representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or should reasonably know it does not have;
- b. Representing expressly or by implication the Defendant is able to deliver or complete the subject of the consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- c. Representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Jack Lagoni, as follows:

- a. The contracts previously entered into by the Defendant with consumers, Rose Marie Ramirez, George Hegedus and Paula Hegedus, Nathan Feagin and Diane Feagin, Susan O'Neil, Alicia Downey and Rachel Downey, Donna Safreed, Garr Bywater and Anthony Feliciani, Be Nguyen, Tracey Biermann, Ben Martin, Steven Morris, Maria Alcorn, Magda Setzer,

Nancy Shirley, John Drewes and Richard Marks, are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);

- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of amount of Seventy-Three Thousand Nine Hundred and One Dollars and Fifty-Eight Cents (\$73,901.58), payable to the Office of the Attorney General for allocation and distribution to the following consumers up to the following amounts:

1. Rose Marie Ramirez of Alta Loma, California	\$ 1,200.00;
2. George and Paula Hegedus of Round Rock, Texas	\$ 8,272.44;
3. Nathan and Diane Feagin of Georgetown, Texas	\$ 7,872.44;
4. Susan O'Neil of West Paterson, New Jersey	\$ 8,492.44;
5. Alicia and Rachel Downey of Melrose, Massachusetts	\$ 5,074.66;
6. Donna Safreed of Melrose, Massachusetts	\$ 2,600.00;
7. Garr Bywater and Anthony Feliciani of Melrose, MA	\$ 4,400.00;
8. Be Nguyen of Lilburn, Georgia	\$ 4,148.72;
9. Tracey Biermann of Belleville, Illinois	\$ 3,149.00;
10. Ben Martin of Chicago, Illinois	\$ 600.00;
11. Steven Morris of Clinton, Washington	\$ 8,400.00;
12. Maria Alcorn of Wickenburg, Arizona	\$ 4,051.22;
13. Magda Setzer of Indianapolis, Indiana	\$ 6,126.44;
14. Nancy Shirley of Melrose, Massachusetts	\$ 4,366.22; and
15. John Drewes of Bloomington, Indiana	<u>\$ 5,148.00.</u>
Total: \$ 73,901.58.	

- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand Sixty-Two Dollars and Thirty-Four Cents (\$1,062.34).

- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Seventy-Five Thousand Dollars (\$75,000.00), payable to the State of Indiana.

e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), payable to the State of Indiana.

A total monetary judgment in the amount of One Hundred Fifty-Seven Thousand Four Hundred Sixty-Three Dollars and Ninety-Two Cents (\$157,463.92) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Jack Lagoni, individually and doing business as University Travel.

ALL ORDERED, ADJUDGED AND DECREED on this 24 day of APRIL, 2006.


Judge, Monroe Circuit Court

DISTRIBUTION:

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